

UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF MASSACHUSETTS

TRUSTEES OF THE NEW ENGLAND ELECTRICAL
WORKERS BENEFITS FUND,

Plaintiff,

v.

WHITE HOUSE CONSTRUCTION, INC.,

Defendant.

Civil Action No.:
1:16-cv-12060

October 14, 2016

COMPLAINT

(FOR BREACH OF COLLECTIVE BARGAINING AGREEMENT
AND TO COLLECT CONTRIBUTIONS DUE TO PLAINTIFF FUND)

PARTIES

1. Plaintiff Trustees, the Trustees of the New England Electrical Workers Benefits Fund (hereinafter "Fund"), are the Trustees of a multi-employer employee benefit plan as those terms are defined in Sections 3(3) and 3(37) of the Employee Retirement Income Security Act of 1974 (hereinafter "ERISA"), 29 U.S.C. Sections 1002(3) and (37). The Fund is established and maintained by Restated Agreements and Declarations of Trust and by a Collective Bargaining Agreement between the International Brotherhood of Electrical Workers, Local No. 223 and White House

Construction, Inc. (hereinafter "Defendant" or "White House"). The Fund is administered at 10 Technology Drive, P.O. Box 5817, Wallingford, Connecticut, 06492.

2. The Defendant is doing business under the laws of the State of Massachusetts with an address of 7 Craigie Street, Somerville, Massachusetts, 02143. White House transacts business in the State of Massachusetts as a contractor or subcontractor in the electrical industry and at all times herein was an "employer in an industry affecting commerce" as defined in Sections 501(l), (3), and 2(2) of the Labor-Management Relations Act ("LMRA"), 29 U.S.C. Sections 142(l), (3), and 152(2); Sections 3(5), (9), (11), (12) and (14) of ERISA, 29 U.S.C. Sections 1002(5), (9), (11), (12) and (14); and Section 3 of the Multi-Employer Pension Plan Amendments Act of 1980, 29 U.S.C. Section 1001(a).

JURISDICTION

3. This Court has jurisdiction of this action under Sections 502 and 515 of ERISA, 29 U.S.C. Sections 1132 and 1145, and under Section 301 of the LMRA, 29 U.S.C. Section 185(a). This is an action for breach of a Collective Bargaining Agreement between an employer and a labor organization representing employees in an industry affecting commerce, and an action to collect contributions due to an employee benefit plan under the terms of the Collective Bargaining Agreement.

4. At all material times, the Defendant White House was signatory to and obligated by the terms of the Collective Bargaining Agreement with the International

Brotherhood of Electrical Workers, Local No. 223, establishing the terms and conditions of employment for journeyman and apprentice electricians employed by the Defendant.

5. Pursuant to the Collective Bargaining Agreement, White House agreed to pay to the Fund certain sums of money for each hour worked by employees of the Defendant covered by the Collective Bargaining Agreement.

6. White House employed certain employees covered under the Collective Bargaining Agreement throughout the relevant period of January 2016 through April 2016 and may have employed certain employees covered under the Collective Bargaining Agreement for the period May 2016 through August 2016.

7. White House failed to make contributions due to the Fund for work performed at the request of White House for the months of January 2016 through April 2016 and failed to file remittance reports for the months of May 2016 through August 2016.

8. Based on remittance reports filed by White House, the amount of **\$9,773.40** is due in contributions to the Fund for the months of January 2016 through April 2016.

9. Based on prior remittance reports, it is estimated that **\$9,773.40** is owed in contributions for the months for which remittance reports were not submitted, May 2016 through August 2016.

10. The amount set forth in paragraph 9 is subject to change upon receipt of the remittance reports from White House for the months of May 2016 through August 2016.

11. The total amount due could further increase as the company may continue to employ workers covered under the Collective Bargaining Agreement throughout the pendency of the litigation.

12. Pursuant to 29 U.S.C. 1132(g)(2), White House is liable to the Plaintiff for the unpaid contributions, interest on the unpaid contributions, an amount equal to the greater of (a) interest on the unpaid contributions or (b) liquidated damages provided for in the Plan, reasonable attorney's fees, costs of this action, and such other legal and equitable relief as the Court may deem appropriate.

WHEREFORE, Plaintiff prays for judgment as follows:

- A. Money damages sufficient to cover all delinquencies to the Plaintiff, including any delinquency that may arise subsequent to the Complaint during the pendency of litigation;
- B. Ordering White House to make payment to the Plaintiff for the unpaid contributions and any contributions which are discovered to be due during the pendency of the litigation, interest on the unpaid contributions, an amount equal to the greater of (i) interest on the unpaid contributions or (ii) liquidated damages provided for in the Plan, reasonable attorney's fees and costs of this action, pursuant to 29 U.S.C. Section 1132(g).

C. For such further relief as the Court may deem appropriate.

ATTORNEY FOR PLAINTIFF,

By: s/Brendan Hughes
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CERTIFICATE OF SERVICE

This is to certify that a copy of the foregoing Complaint has been served by certified mail, as required by Section 502(h) of the Employee Retirement Income Security Act of 1974, 29 U.S.C. Section 1132(h), this 14th day of October 2016, on the following:

Secretary of the Treasury
INTERNAL REVENUE SERVICE
31 Hopkins Plaza, Suite B2
Baltimore, MD 21201
Attn: **Employee Plans**

Secretary of Labor
200 Constitution Avenue, N.W.
Washington, D.C. 20210
Attn: **Assistant Solicitor for Plan
Benefits Security**

s/Brendan Hughes
BRENDAN HUGHES, ESQ.